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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/25/2018 03:13 PM PG: 1 OF 15

This Document Prepared by
and When Recorded Return To:

Jones Day
3161 Michelson Dr., Suite 800
Irvine, CA 92614
Attn: Mark Appelbaum

CC1411P021991D REM 304

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of October 25, 2018 by and among 39 CHICAGO MASTER TENANT LLC, a Delaware limited liability company (the "Master Tenant" or "Lessee"); 39 CHICAGO BUILDING LLC, a Delaware limited liability company, ("Lessor"); and PNC BANK, NATIONAL ASSOCIATION (together with any permitted successors or assigns, "Lender").

RECITALS

WHEREAS, Lessor is the subleasehold owner of certain improved real property located in Chicago, Illinois, more particularly described on Exhibit A attached hereto, together with certain improvements thereon and all appurtenances, easements, rights of way and other rights belonging to or in any way pertaining thereto (the "Real Estate"); and

WHEREAS, Lessor has rehabilitated the historic building located on the Real Estate at 39 South LaSalle Street, Chicago, Illinois 60603 (the "Building"), in a manner that has qualified for the historic rehabilitation tax credit allowed for qualified rehabilitation expenditures incurred in connection with the "certified rehabilitation" of a "certified historic structure" (the "Historic Tax Credit") pursuant to Sections 47 and 50 of the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision or provisions of prior or succeeding law (the "Code"); and

WHEREAS, the Master Tenant leases the Real Estate, including the Building, from Lessor pursuant to the terms of that certain Master Lease dated as of July 2, 2015 between Lessor, as lessor, and the Master Tenant, as lessee, as amended from time to time (the "Lease"); and

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WHEREAS, pursuant to the terms of the Lease, Lessor has elected under Section 50 of the Code to pass-through to the Master Tenant the Historic Tax Credit to which Lessor is otherwise entitled as a result of the rehabilitation of the Building; and

WHEREAS, Lessor has entered into and delivered that certain Leasehold and Subleasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of October 25, 2018, in favor of Lender to be recorded in the Office of the Recorder of Deeds of the City of Chicago, Illinois, prior to the recording of this Agreement (as the same may be amended, restated or replaced from time to time, the "Mortgage"), as security for a loan from Lender to Lessor in the principal amount of Sixty-Eight Million and 00/100 Dollars (\$68,000,000.00) (as increased from time to time, the "Loan") as evidenced by a Secured Promissory Note in the principal amount of the Loan (as the same may be amended, restated or replaced from time to time, the "Note") (the Mortgage and all other documents evidencing, securing or otherwise executed in connection with the Loan, are hereinafter collectively referred to as the "Loan Documents"); and

WHEREAS, the Loan Documents require that Lender consent to any lease of the Real Estate.

NOW, THEREFORE, in consideration of the forgoing, of mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereby agree as follows:

1. SUBORDINATION. Subject to the terms of this Agreement, the Lease is hereby made subject, junior and subordinate to the Mortgage and to all renewals, modifications, consolidations, replacements and extensions of the Mortgage so that all rights of Lessee under the Lease are subject, junior and subordinate to the rights of Lender under the Mortgage and to all renewals, modifications, consolidations, replacements and extensions of the Mortgage as fully as if such instrument had been executed, delivered and recorded prior to the execution of the Lease or possession of all or part of the Real Estate by the Lessee or its predecessors in interest.

2. LENDER'S RIGHT TO RECOGNIZE THE LESSEE'S RIGHTS UNDER THE LEASE. If the interests of Lessor shall be transferred to and owned by Lender, its nominee or assignee or any purchaser by reason of foreclosure or other proceedings brought in lieu of or pursuant to a foreclosure, or by any other manner, provided that the Lessee is not then in default (beyond any period given Lessee to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Lessee's part to be performed, or provided that Lender elects to so recognize such rights regardless of such default (but in no way shall such election waive Lender's rights otherwise because of such default), the Lessee's possession of the Real Estate and Lessee's rights and privileges under the Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Lender, its nominee or assignee, or such purchaser, as applicable, and Lessee's occupancy of the Real Estate shall not be disturbed by Lender, its nominee or assignee or such purchaser, as applicable, during the remaining term of the Lease or any extensions or renewals thereof for any reason, except for a subsequent default by Lessee (beyond any period given Lessee to cure such default) under the Lease.

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3. ATTORNNMENT.

A If the interests of Lessor shall be transferred to and owned by Lender, its nominee or assignee or purchaser by reason of foreclosure or other proceedings brought in lieu of or pursuant to a foreclosure, or by any other manner, and Lender, its nominee or assignee, or such purchaser succeeds to the interest of the Lessor under the Lease, Lessee agrees that Lessee shall be bound to Lender, its nominee, assignee or such purchaser, as applicable, under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender, its nominee, assignee or such purchaser, as applicable, were the landlord under the Lease, and Lessee does hereby attorn to Lender, or its nominee, assignee or purchaser, as the case may be, as its landlord, said attornment to be effective and self-operative immediately upon Lender, or its nominee, assignee or purchaser, as the case may be, succeeding to the interest of the Lessor under the Lease without the execution of any further instruments on the part of any of the parties hereto; provided, however, that Lessee shall be under no obligation to pay rent to Lender, or its nominee, assignee or purchaser, as the case may be, by reason of such attornment until Lessee receives written notice from Lender, or its nominee, assignee or purchaser, as the case may be, that such party has succeeded to the interest of the Lessor under the Lease. The respective rights and obligations of Lessee and Lender, or their respective nominees, assignees or purchasers, as the case may be, upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as set forth therein; it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.

B Lessee waives any and all rights to terminate the Lease by reason of the foreclosure of the Mortgage. If any court holds the Lease to be terminated by reason of such a foreclosure, this Agreement shall be deemed to be a new lease between Lender, its nominee, assignee or any purchaser at such foreclosure, as landlord, and Lessee, as tenant, for the balance of the term of the Lease at the same rental therein provided and upon the same terms and conditions as therein provided. Also, in such event and at the written request of Lender, its nominee, assignee or such purchaser at foreclosure, Lessee shall execute and deliver a new lease for the balance of the term of the Lease at the same rental therein provided and upon the same terms and conditions as therein provided. Notwithstanding anything to the contrary herein, if, prior to the date which is five years after the last date upon which any "qualified rehabilitation expenditures", as defined in Section 47(c)(2) of the Code ("QREs") relating to the Real Estate are Placed in Service (as such term is defined in the Lease), the foreclosure of the Mortgage (or any exercise of a power of sale under the Mortgage) would or could cause any recapture of the Historic Tax Credits as described in Sections 47 and 50 of the Code, allocated to Lessee under the Lease, and Lessee provides written notice to Lender of such recapture, together with a letter from Husch Blackwell LLP confirming that recapture could occur or that foreclosure might subject the Lessee to a claim by the IRS of a disallowance of Historic Tax Credits, then upon any action by Lender, or on behalf of Lender, to foreclose the Mortgage (including any action to exercise a power of sale under the Mortgage), (a) such Mortgage shall, without the execution of any further instruments on the part of any of the parties hereto, be

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subject, junior and subordinate to the Lease (giving effect to any modifications to the terms of the Lease effected pursuant to this Agreement) and to all amendments and modifications thereof consented to by Lender as if such Mortgage had been executed, delivered and recorded following the execution of the Lease and possession of all or part of the Real Estate by the Lessee, or its predecessors in interest, and (b) if required by Lessee, Lender shall cause confirmation of the subordination of the lien of such Mortgage to the Lease to be recorded prior to any foreclosure of or exercise of a power of sale under such Mortgage.

4. LENDER NOT BOUND BY CERTAIN ACTS OF LESSOR. If Lender or its nominee, assignee or purchaser at a foreclosure sale or proceeding in lieu thereof (a "Lender Party") shall succeed to the interest of Lessor under the Lease, such party shall not be liable for any act or omission of any prior landlord (including Lessor) unless such act or omission continues during Lender's control of the Real Estate after receipt of notice from Lessee of such act or omission and such Lender Party thereafter takes no action to cure; nor subject to any offsets or defenses which Lessee might have against any prior landlord (including Lessor), including without limitation all rights of offset, which shall be of no force and effect from and after the date a Lender Party succeeds to the interest of Lessor under the Lease; nor bound by any rent or additional rent which Lessee might have paid for more than one month in advance; nor bound by any amendment or modification of the Lease made without its consent; nor obligated to comply with any obligations of Lessor under the Lease regarding the completion of construction of the improvements to be constructed on the Real Estate. In the event of a default by Lessor under the Lease or any occurrence that would give rise to an offset against rent or claim against Lessor under the Lease, Lessee will use its best efforts to set off such defaults against rents currently due Lessor (subject to the limits on Lessee's offset rights set forth in this Agreement) and will give Lender written notice of such defaults or occurrence at the address of Lender as set forth below and will give Lender such time as, in Lender's opinion, is reasonably required to cure such default or rectify such occurrence, provided Lender uses reasonable diligence to correct the same. Lessee agrees that notwithstanding any provision of the Lease to the contrary, Lessee will not be entitled to cancel the Lease, or to abate or offset against the rent, or to exercise any other right or remedy until Lender has been given notice of default and opportunity to cure such default as provided herein. If, in Lender's opinion, Lessor's default is not curable by Lender, Lender may at its option assume all of Lessor's right, title and interest in the Lease and all of Lessor's obligations and covenants under the Lease, and thereafter Lessee shall attorn to Lender or Lender's nominee, assignee or purchaser as the lessor under the Lease, and if Lender so elects, Lessee shall not have the right to terminate the Lease as a result of Lessor's default.

5. LEASE PAYMENTS. If in the future there is a default by the Lessor in the performance and observance of the terms of the Mortgage after giving Lessor applicable notice and expiration of applicable cure rights, Lender may require that all rents and other payments due under the Lease be paid directly to Lender. Upon notification to that effect by Lender, the Lessor hereby authorizes and directs Lessee and the Lessee agrees to pay any payments due under the terms of the Lease to Lender. The assignment does not diminish any obligations of the Lessor under the Lease or impose any such obligations on Lender prior to any foreclosure sale or proceeding or transfer in lieu thereof. Any payments by Lessee to Lender in accordance with this Agreement shall be deemed and shall constitute a payment of rent under the Lease.

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6. LESSEE'S RIGHT TO CURE DEFAULTS. Lender agrees to give prompt notice to the Lessee of any default by Lessor under the applicable Loan Documents, specifying the nature of such default, and thereupon Lessee shall have the right (but not the obligation) to cure such default. Lender shall not exercise any remedies under its Loan Documents by reason of such default unless and until it has afforded Lessee (i) ten (10) days after Lessee's receipt of such notice to cure such default if it is a monetary default under the Loan Documents or (ii) thirty (30) days after Lessee's receipt of such notice to cure such default if it is a non-monetary default under the Loan Documents and an additional thirty (30) day period in addition thereto if the circumstances are such that the default is curable but cannot reasonably be cured within the original thirty (30) day period and Lessee has commenced and is diligently pursuing such cure. Notwithstanding the foregoing, Lessee shall not have the right to cure any monetary default of Lessor for more than three (3) consecutive months at any time. It is specifically agreed that Lender will not require Lessee to cure any default of Lessor which is not susceptible of cure by Lessee, but in such event Lender shall have all of its rights by reason of such uncured default of Lessor.

7. SURVIVAL OF LEASE. Notwithstanding anything contained herein to the contrary, with respect to the Lease and the leasehold interest created thereby, Lender hereby agrees that if, prior to the date which is five years after the last date upon which any QREs relating to the Real Estate have been Placed in Service (as such term is defined in the Lease), Lender or any of Lender's successors, assigns or nominees or any purchaser shall take title to the Real Estate by reason of foreclosure or other proceedings brought in lieu of or pursuant to a foreclosure, or by any other manner, the Lease and the Lessee's rights and enjoyment of possession of the Real Estate shall be and remain undisturbed and unaffected by any foreclosure or other proceedings involving Lender's interests in the Real Estate to the extent necessary to prevent any recapture of the Historic Tax Credits as described in Sections 47 and 50 of the Code, as amended, allocated to Lessee under the Lease, regardless of whether or not there is any past, current or future default in the performance by Lessee of any terms, covenants or conditions of the Lease, provided that (i) following any default of any nature by Lessee under the Lease, which default continues beyond any applicable notice and cure period, or (ii) if Lessee does not pay rent equal to the applicable amount payable pursuant to the Lease, then upon the written request of Lender, the Lessee shall comply with the following provisions within fifteen (15) business days of such written request of Lender and shall continue to comply with such provisions throughout the term of the Lease:

A A property manager selected by Lender or its nominee, assignee or purchaser at a foreclosure sale or proceeding in lieu thereof holding title to the Real Estate ("Replacement Property Manager"), shall be engaged to manage the Real Estate pursuant to a management agreement ("Replacement Management Agreement") approved by Lender or its nominee, assignee or purchaser at a foreclosure sale or proceeding in lieu thereof. Pursuant to the Replacement Management Agreement, Lender or its nominee, assignee or purchaser at a foreclosure sale or proceeding in lieu thereof shall have the right to direct the Replacement Property Manager and administer the Replacement Management Agreement and the Replacement Property Manager shall be delegated full authority to lease, operate and manage the Real Estate on behalf of Lessee. Lessee shall irrevocably direct all subtenants of the Real Estate to remit rent and other payments directly to the Replacement Property Manager.

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B Lessee shall direct the Replacement Property Manager or, prior to the engagement of the Replacement Property Manager, the existing property manager to pay to Lender as rent under the Lease, on a monthly basis on the first (1st) day of each calendar month, all "Net Operating Cash Flow" for the prior month, such monthly payments to continue throughout the term of the Lease or any earlier termination of the Lease permitted under this Agreement; provided, however, that such monthly payments shall not exceed the applicable amounts set forth in the Lease and payable pursuant to the Lease. The term "Net Operating Cash Flow" shall mean (a) all cash received from operations of the Real Estate and Lessee and the proceeds of business interruption or loss of rents insurance and casualty insurance in excess of the amounts expended or to be expended to repair or replace the property which suffered the casualty, but excluding capital contributions to Lessee, less (b) cash expended, reserved or required for operating debts and expenses of the Real Estate (other than rent and other amounts payable under the Lease) set forth in an operating budget for the Real Estate approved in writing by Lender in its sole discretion and any reserves to be held by the Replacement Property Manager for such applicable expenses as taxes and insurance premiums, capital expenditures and replacements (excluding expenses funded from capital contributions), to the extent approved in writing by Lender in its sole discretion. Lender agrees that any such budget and reserves shall be established in good faith to meet the requirements of the landlord under any leases or subleases of the Real Estate and that the Replacement Property Manager shall be obligated under the Replacement Property Management Agreement to use commercially reasonable efforts to satisfy the requirements of the landlord under any leases or subleases of the Real Estate. Lessee hereby authorizes and directs the Replacement Property Manager to make on its behalf the payments required under this Section.

8. LIMITATION ON LENDER'S PERFORMANCE. Except as expressly provided herein, nothing in this Agreement shall be deemed or construed to be an agreement by Lender to perform any covenant of Lessor as landlord under the Lease. Lessee agrees that if Lender becomes Purchaser (defined hereinafter) then, upon subsequent transfer of the Real Estate by Lender to a new owner, Lender shall have no further liability under the Lease after said transfer. Notwithstanding the foregoing, Lender hereby agrees that in the event there is a Transfer of the Property (defined hereinafter) after the last date upon which any QREs relating to the Real Estate have been Placed in Service (as such term is defined in the Lease), if a final certification (Part 3 Approval) of completed work from the Secretary of the United States Department of Interior has not been received with respect to the Real Estate, the Purchaser shall be obligated to do all things necessary to ensure that the Real Estate will receive a final certification (Part 3 Approval) of completed work from the Secretary of the United States Department of Interior stating that the rehabilitation is consistent with the historic character of the Real Estate. In the event the Purchaser fails to obtain the Part 3 Approval within thirty (30) days following the last date upon which any QREs relating to the Real Estate have been Placed in Service (as such term is defined in the Lease), the Lessee (or any one or more of its members) is hereby authorized by the Purchaser to take such actions as are necessary on behalf of the Purchaser to obtain the Part 3 Approval, and the Purchaser hereby grants to the Lessee a power of attorney to execute any documents in connection with the foregoing. Any such actions taken by the Lessee (or any of its members) shall be at the sole cost of the Lessee (or the member taking such action). The Purchaser shall cooperate with the Lessee (or any its members) as necessary to obtain the Part 3 Approval. As used in this Paragraph 8, the term "Transfer of the Property" means any transfer of Lessor's interest in the Real Estate by

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foreclosure, trustee's sale or other action or proceeding for the enforcement of the Mortgage or by deed in lieu thereof or any subsequent transfer thereafter. The term "Purchaser," as used herein, means any transferee, including Lender (and any party that purchases the Real Estate from Lender), of the interest of Lessor as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

9. RESTRICTION ON SALE OF REAL ESTATE. Lender agrees that prior to the date which is five years after the last date upon which any QREs relating to the Real Estate have been Placed in Service (as such term is defined in the Lease), neither the Real Estate nor any improvements thereon can be sold or otherwise transferred by Lender or by any of Lender's successors, assigns, nominees or any purchaser of the Real Estate to a governmental or tax-exempt entity or to any other entity, the transfer to which would cause the recapture of the Historic Tax Credits as described in Sections 47 and 50 of the Code. The foregoing shall constitute the sole restriction on transfer (and any other restrictions on transfer or encumbrance of the Real Estate set forth in the Lease shall be of no force and effect) following the date of the acquisition of the Lessor's interest in the Lease by a Lender Party.

10. OPTION TO PURCHASE LOAN. Lender agrees that at or prior to the time that it initiates legal proceedings to foreclose the Mortgage or commences a sale pursuant to any power of sale granted in the Mortgage, Lender shall first offer Lessee, in writing, the right to purchase the Notes, the Mortgage and all other loan documents evidencing or relating to the Loans (the "Loan Purchase Offer"). The purchase price ("Purchase Price") shall be equal to the then outstanding balance of the Notes, including accrued and unpaid interest, plus the amount of all other monetary obligations then due and payable under the Notes, the Mortgage and the other loan documents. The written Loan Purchase Offer sent to Lessee shall set forth the calculation of the Purchase Price as of the date of such Loan Purchase Offer. Lessee shall have fifteen (15) business days following receipt of Lender's Loan Purchase Offer in which to accept, in writing, the offer to purchase the Notes, Mortgage and other Loan Documents. If Lessee fails to accept the Loan Purchase Offer in writing within such period, Lessee shall be deemed to have rejected the Loan Purchase Offer. If Lessee accepts the Loan Purchase Offer within such period, Lessee shall purchase the Notes, Mortgage and all other Loan Documents, as applicable, on the date which is fifteen (15) business days following such acceptance (the "Loan Purchase Date"). On the Loan Purchase Date, (i) Lender shall assign to Lessee the Notes, the Mortgage and all other Loan Documents evidencing or relating to the Loans, such assignment (the "Assignment") to be in writing, in recordable form, and made without recourse, representation or warranty other than as to the amount of the then outstanding balance of the Notes, including accrued and unpaid interest, and the amount of all other monetary obligations then due and payable under the Notes, the Mortgage and the other Loan Documents, (ii) Lender shall deliver the original Notes, Mortgage and other Loan Documents to Lessee, and (iii) as a condition to the execution and delivery of the Assignment and the delivery of the original Notes, Mortgage and other Loan Documents to Lessee, Lessee shall pay to Lender, in good funds by wire transfer, the Purchase Price. If, following any Loan Purchase Offer made to Lessee, Lender does not commence within fifteen (15) days, or abandons and does not pursue to completion, any power of sale or other foreclosure remedy, Lender shall again be obligated to make a Loan Purchase Offer to Lessee prior to again commencing to exercise any power of sale or other foreclosure remedy..

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11. SUCCESSORS AND ASSIGNS. This Agreement and each and every covenant, agreement and other provisions hereof shall be binding upon the parties hereto and their heirs, administrators, representatives, successors and assigns, including without limitation each and every holder, from time to time, of the Lease or any other person having an interest therein and shall inure to the benefit of Lender and their respective successors and assigns.

12. FEES AND EXPENSES. Lessor hereby agrees to pay the reasonable legal fees and other expenses of Lender and U.S. Bancorp Community Investment Corporation incurred in connection with the preparation of this Agreement.

13. CHOICE OF LAW. This Agreement is made and executed under, and in all respects is to be governed and construed by, the laws of the State of Illinois (excluding its choice-of-law principles).

14. CAPTIONS AND HEADINGS. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

15. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart.

16. SEVERABILITY. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17. AMENDMENTS. No provision of this Agreement may be amended, changed, waived, discharged, or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

18. NOTICES. Any and all notices, elections, demands, or requests permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice, election, demand or request, and shall be delivered personally, or sent by registered, certified, or Express United States mail, postage prepaid, or by Federal Express or similar service requiring a receipt, to the other party at the address indicated below, or to such other party and at such other address within the United States of America as any party may designate in writing as provided herein. The date of receipt of such notice, election, demand or request shall be the earliest of (i) the date of actual receipt, (ii) three (3) business days after the date of mailing by registered or certified mail, (iii) one (1) business day after the date of mailing by Express Mail or the delivery (for redelivery) to Federal Express or another similar service requiring a receipt, or (iv) the date of personal delivery (or refusal upon presentation for delivery).

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(a) If to the Master Tenant:

39 Chicago Master Tenant LLC
c/o KHP III 39 Chicago Blocker LLC
101 California St., Suite 980
San Francisco, California 94111
Attention: Judith Miles
Facsimile: (415) 944-1591

With copies to:

Latham & Watkins LLP
330 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611
Attention: Gary Axelrod
Facsimile: (312) 993-9767

And:

Nixon Peabody LLP
401 9th Street NW, Suite 900
Washington, DC 20004-2128
Attention: David Schon
Facsimile: (866) 947-3496

U.S. Bancorp Community Investment Corporation
1307 Washington Avenue, Suite 300
St. Louis, Missouri 63103
Project Reference: 23527
Attn: Director of Asset Management – HTC
Facsimile: (314) 335-2601

Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Attention: Edward J. Lieberman
Facsimile: (314) 480-1505

(b) If to the Lessor:

39 Chicago Building LLC
c/o KHP III 39 Chicago Blocker LLC
101 California St., Suite 980
San Francisco, California 94111
Attention: Judith Miles
Facsimile: (415) 944-1591

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With copies to:

Latham & Watkins LLP
330 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611
Attention: Gary Axelrod
Facsimile: (312) 993-9767

And:

Nixon Peabody LLP
401 9th Street NW, Suite 900
Washington, DC 20004-2128
Attention: David Schon
Facsimile: (866) 947-3496

(c) If to Lender:

PNC Bank, National Association
575 Market Street, 28th Floor
San Francisco, CA 94105
Attention: Mike Wiedman

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[COUNTERPART SIGNATURE PAGES FOLLOW]

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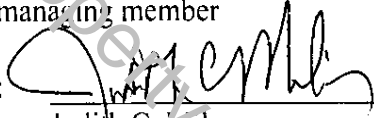
COUNTERPART SIGNATURE PAGE SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

The undersigned, Master Tenant, has duly executed and delivered this Subordination, Nondisturbance and Attornment Agreement as of the date first above written.

MASTER TENANT:

39 CHICAGO MASTER TENANT LLC, a
Delaware limited liability company

By: KHF III 39 Chicago Blocker LLC,
a Delaware limited liability company,
its managing member

By: 
Name: Judith C. Miles
Title: Executive Member and Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

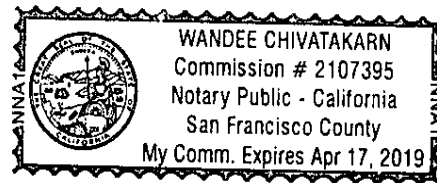
COUNTY OF San Francisco

On October 22, 2018 before me, Wandee Chivatakarn, Notary Public, personally appeared Judith C. Miles, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Wandee Chivatakarn (Seal)




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COUNTERPART SIGNATURE PAGE SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

The undersigned, Lessor, has duly executed and delivered this Subordination, Nondisturbance and Attornment Agreement as of the date first above written.

LESSOR:

39 CHICAGO BUILDING LLC,
a Delaware limited liability company

By: 
Name: Judith C. Miles
Title: Executive Member and Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

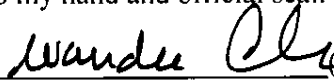
STATE OF CALIFORNIA

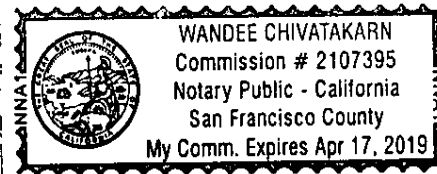
COUNTY OF San Francisco

On October 22, 2018 before me, Wandee Chivatakarn, Notary Public, personally appeared Judith C. Miles who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



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COUNTERPART SIGNATURE PAGE SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

The undersigned, Lender, has duly executed and delivered this Subordination, Nondisturbance and Attornment Agreement as of the date first above written.

LENDER:

PNC BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: Michael Wiedman
Title: Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

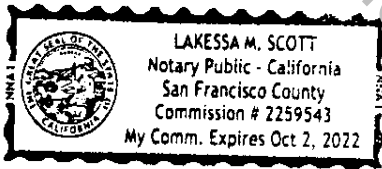
STATE OF CALIFORNIA)

COUNTY OF San Francisco)

On Oct 23, 2018 before me, Lakessa M. Scott Notary Public, personally appeared Michael Wiedman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature [Signature] (Seal)



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Exhibit A

Legal Description

Estate A:

(A) The fee estate in the improvements located on parcels 1 and 2 of the land described below:

(B) The leasehold estate created by the instrument herein referred to as the lease, executed by the University of Chicago, a not for profit corporation of Illinois, as Lessor, and Roc II IL LaSalle, LLC, a Delaware limited liability company dated January 9, 2014, an amended Memorandum of Lease recorded January 10, 2014 as document 1401022120 and as further amended by that certain ground lease assignment to KHP III 39 Chicago LLC, a Delaware limited liability company recorded January 10, 2014 as document number 1401022121, which lease demises the following described land for a term of years beginning January 9, 2014 and ending July 7, 2103.

Estate B:

The estate or interest in the Land described below and covered herein is: The subleasehold estate (said subleasehold estate being defined in paragraph 1.C. Of the ALTA leasehold endorsement(s) attached Hereto), created by the instrument herein referred to as the sublease, executed by: KHP III 39 Chicago LLC, as sublessor, and 39 Chicago Building LLC, as Sublessee, Dated as of July 2, 2015, Which Lease Was recorded July 6, 2015 as document 1518716067, which lease demises the following described Land for a term of years beginning July 2, 2015 and ending July 6, 2103:

Parcel 1:

The South 80.00 feet of Lots 6, 7 and 8 (except that part of Lot 8 taken and used for LaSalle Street) in Block 118 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, excepting ownership of the buildings and improvements located on the Land.

Parcel 2:

The vacated Public Alley, lying North of and adjoining Lots 21 to 28, Both Inclusive; lying South of and adjoining Lots 29, 31, 32 and 33; lying East of the East Line of South LaSalle Street, as widened, and lying West of and adjoining Lots 18 and 19 in assessor's division of Block 118 in School Section Addition to Chicago of the East 1/2 of the Northeast 1/4 of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, more particularly described as follows:

beginning at the Northwest Corner of Lot 28 aforesaid; Thence East along the North Line of Lots 28, 27, 26, 25, 24, 23, 22 and 21 aforesaid to the Northeast Corner of Lot 21 aforesaid; thence North along the West Line of Lots 18 and 19 to the Southeast Corner of Lot 33 aforesaid; thence West along the South Line of Lots 33, 32 and 31 and part of Lot 29 to a point 45.10 feet East of the West Line of Said Lot 29; thence South parallel with said West Line, a distance of 8.00 feet;

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thence West along the South Line of Said Lot 29 to the Southwest corner of Lot 29, being Also the East Line of South LaSalle Street, as widened; thence South along said East Line of South LaSalle Street, as widened, to the point of beginning, excluding therefrom the East 22.75 feet thereof, all in Cook County, Illinois, excepting ownership of the buildings and improvements located on the Land.

Tax Parcel Number: 17-16-204-034-0000

Common Address: 39 S. LaSalle Street
Chicago, IL 60603

**COOK COUNTY
RECORDER OF DEEDS**

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